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| | Services provided in accordance with Performance 1.25.2 | Work St | aten | ent (PWS) pai | agraph |
| 0024 | Option IV: Labor Fixed Hourly Labor Rates to be ordered by individual delivery orders (corresponds to CLINs | 1 | 1 | | |
| | Guaranteed Quantity (MGQ) is 11,000 hours. Maxim estimated at 54,000 hours. The contractor shall in Attachment 1 entitled "NEGOTIATED DIRECT HOURI | be paid | the | labor rates | |
| | ISO9000: N Electronic & IT: 03 Amount: \$2,750,120.50(Option Line Item) 03/01/2012 | | | | |
| 0025 | Option IV: Fixed Price Tasks - These courses are considered to be stable in the amount of hours required and are to be firm fixed price per class at the following the stable in the st | | ces | | |
| | Task 9 - Course 21811 Prep and Contact: \$2,497.0 Task 11 - Course 22518 Prep and Contact: \$1,998 Task 35 - Course 21430 Prep and Contact: \$1,498 ISO9000: N Electronic & IT: 03 Amount: \$5,994.24 (Option Line Item) 03/01/2012 | . ов | | | |
| 0026 | Option IV: Reimbursable Travel | | 1 | | |
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| | The total amount of award: \$19,541,007.02. The obox 19. | bligatio | n f | or this award | l is shown in |
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| 1 | н | SPECIAL CONTRACT RE | QUIREMENT | | | 20 | 1 | M | | | LIUNS FUR AWAR | <u> </u> | | 1 |
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| NOTE: In sealed bid solicitations | | | | | | | | | | | |
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| | IAME Cindy Cwiklins | | | | | B. TELEPH | IONE NO. | (Include a | rea code) | (NO CO | DLLECT CALLS) |
| | MAIL cindy.cwiklins | ki@faa.gov | | | | | | | | | |
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| ✓ C DESCRIPTION/SPECS./WO | | | 17 | 1 | J | LIST OF ATTA | | | 3110 /HB 01 | 1)2(7)7(1) | 42 |
| ✓ D FACKAGING AND MARKING | | | 17 | ╁ | | | | SENTATIONS / | AND INSTRU | CTIONS | 1 32 |
| ✓ E INSPECTION AND ACCEPT. | ANCE | | 17 | | К | REPRESENTA | ATIONS, C | CERTIFICATION | S AND OTH | ER . | 43 |
| ✓ F DELIVERIES OR PERFORM | IANCE | | 18 | 1 | | STATEMENTS | OF OFF | ERORS | | | |
| ✓ G CONTRACT ADMINISTRATI | ON DATA | | 19 | | L | | | ITIONS, AND N | | OFFERORS | |
| ✓ H SPECIAL CONTRACT REQU | | <u> </u> | 20 | | М | | | S FOR AWARD | | | 59 |
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| 15A. NAME CODE | | FACILITY | ′ 🗀 | | | | | E OF PERSON | AUTHORIZE | D TO SIGN (| JFFER |
| AND I.S. Technologies LLC of ADDRESS 500 N. Meridian Ave. S | dba Computer System Des | igners, LLC | | | | (Typ | | orint) | | | |
| OF Oklahoma City, OK 73 | | | • | | | MA SAUTO | i, CEU | | | | |
| OFFEROR | | | | | | | | | | | |
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| | AWARD (To be comp | leted by Government) | |
|--|-------------------|---|------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20, AMOUNT | 21. ACCOUNTING AND APPROPRIATION | |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN C | COMPETITION | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 COPIES UNLESS OTHERWISE SPECIFIED) | ITEM |
| 24. ADMINISTERED BY (If other than Item 7) | CODE | 25. PAYMENT WILL BE MADE BY | CODE |
| 26 NAME OF CONTRACTING OFFICER (Type of print) | CINDY CWIKEINSKI | 27. UNITED STATES OF AMERICA | · |

Page 2 of 63

Schedule B

B.1(a) The contractor must provide all administrative, managerial, supervisory, instructional and clerical personnel required to provide technical training to Aviation Safety (AVS) personnel as specifically defined in this Performance Work Statement (PWS) and the terms, conditions, and provisions set forth herein.

BASE YEAR
April 1, 2008 thru February 28, 2009

| CLIN* | ITEM DESCRIPTION | Estimated Quantity | Unit | Unit Price | Total Price |
|-------|--|-----------------------|---------|-----------------|---------------------|
| 1.0 | Phase-in costs to begin | 1 | Lot | \$0.00 | \$0.00 |
| | performance in accordance with (IAW) Performance Work Statement (PWS) paragraph 1.25.2. (date of award throws 31 March 2008). Firm Fixed | ough | | | |
| 2.0 | Core Group as required by F paragraph 1.2, 1.3 and 1.4 Firm Fixed Price (includes travel handling of | | Months | \$ 63,510.40 | \$ 762,124.80 |
| 3.0 | Reports IAW PWS paragraph 1.2.1, 1.2.2, 1.2 and 1.4. Firm Fixed Price | 12.3 | Lot | Not se | parately priced |
| 4.0 | CLINs 4.a-10.f: Performance ordered by individual Delivers. Maximum Years | ery Orders. | Minimum | Guaranteed Qua | |
| 4.a | Aviation Safety Inspector/ Instructor (Prep) Regular F | 1830 Rate | Hours | <u>\$ 55.48</u> | \$ 101,528.40 |
| 4.b | Aviation Safety Inspector/ Instructor (Prep) Overtime Premium | 10 | Hours | <u>\$ 55.48</u> | \$ 554.80 |
| 4.c | Aviation Safety Inspector/ Instructor (Prep) In-Countr Premium | 50 Fy | Hours | \$ 78.22 | \$ 3,911.00 |
| 5.a | Aviation Safety Inspector/ Instructor (Contact) Regular Rate | 14200 | Hours | <u>\$ 55.48</u> | \$ 787,816.00 |
| 5.b | Aviation Safety Inspector/ Instructor (Contact) Overtime Premium | 10 | Hours | \$ 55.48 | <u>\$ 554.80</u> |
| 5.c | Aviation Safety Inspector/ Instructor (Contact) In-Country Premium | 200 | Hours | <u>\$ 78.22</u> | <u>\$ 15,644.00</u> |

| 6.a | Aviation Safety Inspector/ Instructor (Minor Revision- Technical) | 4000 | Hours | \$ 55.48 | \$ 221,920.00 |
|-----|--|------|-------|------------------|---------------|
| 6.b | Aviation Safety Inspector/ Instructor (Major Revision- Technical) | 1960 | Hours | \$ 55.48 | \$ 108,740.80 |
| 6.c | Aviation Safety Inspector/ Instructor (Course Development Technical) | 530 | Hours | \$ 55.48 | \$ 29,404.40 |
| 6.d | Aviation Safety Inspector/ Instructor (Overtime Premium- Technical) | 10 | Hours | \$ 55.48 | \$ 554.80 |
| 7.a | Attorney (Aeronautics) (Prep) Regular Rate | 80 | Hours | \$ 133.22 | \$ 10,657.60 |
| 7.b | Attorney (Aeronautics) (Prep) In-Country Premium | 40 | Hours | \$ 187.84 | \$ 7,513.60 |
| 7.c | Attorney (Aeronautics) (Contact) Regular Rate | 860 | Hours | \$ 133.22 | \$ 114,569.20 |
| 7.d | Attorney (Aeronautics) (Contact) In-Country Premium | 80 | Hours | \$ 187.84 | \$ 15,027.20 |
| 7.e | Attorney (Aeronautics) (Minor Revision-Technical) | 300 | Hours | <u>\$ 133.22</u> | \$ 39,966.00 |
| 7.f | Attorney (Aeronautics) (Major Revision-Technical) | 180 | Hours | \$ 133.22 | \$ 23,979.60 |
| 7.g | Attorney (Aeronautics) (Course Development-Technical) | 50 | Hours | \$ 133.22 | \$ 6,661.00 |
| 7.h | Attorney (Aeronautics) (Overtime Premium- Technical) | 10 | Hours | \$ 133.22 | \$ 1,332.20 |
| 8.a | Training Technician (Instructor-Prep) | 260 | Hours | \$ 47.14 | \$ 12,256.40 |
| d.8 | Training Technician (Instructor-Contact) | 2200 | Hours | \$ 47.14 | \$ 103,708.00 |
| 8.c | Training Technician (Minor Revision) | 600 | Hours | \$ 47.14 | \$ 28,284.00 |
| 8.d | Training Technician (Major Revision) | 360 | Hours | \$ 47.14 | \$ 16,970.40 |
| 8.e | Training Technician (Course Development) | 70 | Hours | \$ 47.14 | \$ 3,299.80 |
| 8.f | Training Technician (Overtime Premium | 10 | Hours | \$ 47.14 | \$ 471.40 |

| 9.a | <pre>Instructional Systems Specialist (Instructor-Prep)</pre> | 150 | Hours | \$ 50.92 | \$ 7,638.00 |
|------|--|------|-------|-----------------|--------------------|
| 9.b | <pre>Instructional Systems Specialist (Instructor-Contact)</pre> | 750 | Hours | \$ 50.92 | \$ 38,190.00 |
| 9.c | <pre>Instructional Systems Specialist (Minor Revision)</pre> | 9900 | Hours | \$ 50.92 | \$ 504,108.00 |
| 9.d | Instructional Systems Specialist (Major Revision) | 3800 | Hours | \$ 50.92 | \$ 193,496.00 |
| 9.e | <pre>Instructional Systems Specialist (Course Development)</pre> | 290 | Hours | \$ 50.92 | \$ 14,766.80 |
| 9.f | Instructional Systems Specialist (Overtime Premium) | 10 | Hours | \$ 50.92 | \$ 509.20 |
| 9.g | <pre>Instructional Systems Specialist (Special Projects)</pre> | 300 | Hours | \$ 50.92 | \$ 15,276.00 |
| 10.a | Specialized Instructor (Instructor-Prep) | 30 | Hours | \$ 72.65 | \$ 2,179.50 |
| 10.b | Specialized Instructor (Instructor-Contact) | 100 | Hours | \$ 72.65 | \$ 7,265.00 |
| 10.c | Specialized Instructor (Minor Revision) | 20 | Hours | <u>\$ 72.65</u> | <u>\$ 1,453.00</u> |
| 10.d | Specialized Instructor (Major Revision) | 20 | Hours | \$ 72.65 | \$ 1,453.00 |
| 10.e | Specialized Instructor (Course Development) | 20 | Hours | \$ 72.65 | \$ 1,453.00 |
| 10.f | Specialized Instructor (Overtime Premium) | 10 | Hours | \$ 72.65 | \$ 726.50 |

11.0 Fixed Price Items - These courses are considered to be stable in the amount of hours required and are to be firmly priced per class. If courses change or the requirements for contract support changes, the government reserves the right to buy these on a labor hour basis. The numbers of classes per course are estimates and additional courses may be added as appropriate.

| 11.a | Task 9 - Course 21811 Prep and Contact | 40 Hours Estimate 10 classes | \$ 2,219.20 |
|------|--|---------------------------------|-------------------------|
| 11.b | Task 11 - Course 22518 Prep and Contact | 32 Hours Estimate 6 classes | <u>\$ 1,775.36</u> |
| 11.c | Task 35 - Course 21430 Prep and Contact | 24 Hours Estimate 5 classes | <u>\$ 1,331.52</u> - |
| 12 | Travel | 1 Lot | \$ 500,000.00 |

OPTION ONE April 1, 2009 thru February 28, 2010

| CLIN* | ITEM DESCRIPTION | Estimated Quantity | Unit | Unit Price | Total Price |
|-------|---|-----------------------|---------|----------------|-------------------|
| 1.1 | RESERVED | | | | • |
| 2.1 | Core Group as required by PW paragraph 1.2, 1.3 and 1.4 (Includes travel handling charge) | | Months | \$ 65,366.40 | \$ 784,396.80 |
| 3.1 | Reports IAW PWS paragraph 1.2.1, 1.2.2, 1.2. and 1.4. | 1 3 | Lot | Not s | separately priced |
| 4.1 | CLINs 4.1a-10.1f: Performanc ordered by individual Delive 11,000 Hours. Maximum Yearly | ry Orders. | Minimum | Guaranteed Qua | _ |
| 4.1a | Aviation Safety Inspector/ Instructor (Prep) Regular Ra | 1830 te | Hours | \$ 57.13 | \$ 104,547.90 |
| 4.lb | Aviation Safety Inspector/ Instructor (Prep) Overtime Premium | 10 | Hours | \$ 57.13 | \$ 571.30 |
| 4.1c | Aviation Safety Inspector/ Instructor (Prep) In-Country Premium | 50 | Hours | \$ 79.76 | \$ 3,988.00 |
| 5.la | Aviation Safety Inspector/ Instructor (Contact) Regular Rate | 14200 | Hours | \$ 57.13 | \$ 811,246.00 |
| 5.1b | Aviation Safety Inspector/ Instructor (Contact) Overtime Premium | 10 | Hours | \$ 57.13 | \$ 571.30 |
| 5.1c | Aviation Safety Inspector/ Instructor (Contact) In-Country Premium | 200 | Hours | \$ 79.76 | \$ 15,952.00 |
| 6.la | Aviation Safety Inspector/ Instructor (Minor Revision- Technical) | 4000 | Hours | \$ 57.13 | \$ 228,520.00 |
| 6.1b | Aviation Safety Inspector/ Instructor (Major Revision- Technical) | 1960 | Hours | \$ 57.13 | \$ 111,974.80 |
| 6.1c | Aviation Safety Inspector/ Instructor (Course Developme Technical) | 530 int | Hours | \$ 57.13 | \$ 30,278.90 |
| 6.1d | Aviation Safety Inspector/ | 10 | Hours | \$ 57.13 | \$ 571.30 |

| | Instructor (Overtime Premium- Technical) | | | | |
|------|---|------|-------|------------------|---------------------|
| 7.la | Attorney (Aeronautics) (Prep) Regular Rate | 80 | Hours | \$ 137.22 | \$ 10,977.60 |
| 7.1b | Attorney (Aeronautics) (Prep) In-Country Premium | 40 | Hours | \$ 191.57 | \$ 7,662.80 |
| 7.1c | Attorney (Aeronautics) (Contact) Regular Rate | 860 | Hours | \$ 137.22 | \$ 118,009.20 |
| 7.1d | Attorney (Aeronautics) (Contact) In-Country Premium | 80 | Hours | <u>\$ 191.57</u> | \$ 15,325.60 |
| 7.le | Attorney (Aeronautics) (Minor Revision-Technical) | 300 | Hours | \$ 137.22 | \$ 41,166.00 |
| 7.1f | Attorney (Aeronautics) (Major Revision-Technical) | 180 | Hours | \$ 137.22 | \$ 24,699.60 |
| 7.1g | Attorney (Aeronautics) (Course Development-Technical) | 50 | Hours | \$ 137.22 | \$ 6,861.00 |
| 7.1h | Attorney (Aeronautics) (Overtime Premium- Technical) | 10 | Hours | <u>\$ 137.22</u> | \$ 1,372.20 |
| B.1a | Training Technician (Instructor-Prep) | 260 | Hours | \$ 48.54 | \$ 12,620.40 |
| 8.1b | Training Technician (Instructor-Contact) | 2200 | Hours | \$ 48.54 | \$ 106,788.00 |
| 8.1c | Training Technician (Minor Revision) | 600 | Hours | \$ 48.54 | \$ 29,124.00 |
| 8.1d | Training Technician (Major Revision) | 360 | Hours | \$ 48.54 | <u>\$ 17,474.40</u> |
| 8.le | Training Technician (Course Development) | 70 | Hours | \$ 48.54 | \$ 3,397.80 |
| 8.1f | Training Technician (Overtime Premium | 10 | Hours | \$ 48.54 | \$ 485.40 |
| 9.1a | <pre>Instructional Systems Specialist (Instructor-Prep)</pre> | 150 | Hours | \$ 52.45 | \$ 7,867.50 |
| 9.1b | Instructional Systems Specialist (Instructor-Contact) | 750 | Hours | \$ 52.45 | \$ 39,337.50 |
| 9.1c | Instructional Systems Specialist (Minor Revision) | 9900 | Hours | \$ 52.45 | \$ 519,255.00 |
| 9.1d | Instructional Systems Specialist (Major Revision) | 3800 | Hours | \$ 52.45 | . \$ 199,310.00 |
| 9.le | Instructional Systems Specialist (Course Development) | 290 | Hours | \$ 52.45 | \$ 15,210.50 |

12.1 Travel

SIR DTFAAC-08-R-00066 November 8, 2007 Page 7 of 63

\$ 500,000.00

1 Lot

| 9.1f | Instructional Systems Specialist (Overtime Premium) | 10 | Hours | \$ 52.45 | \$ 524.50 |
|-------|---|------------------------|----------------------------------|--|---|
| 9.1g | Instructional Systems Specialist (Special Projects) | 300 | Hours | \$ 52.45 | \$ 15,735.00 |
| 10.1a | Specialized Instructor (Instructor-Prep) | 30 | Hours | \$ 74.83 | \$ 2,244.90 |
| 10.1b | Specialized Instructor (Instructor-Contact) | 100 | Hours | \$ 74.83 | \$ 7,483.00 |
| 10.1c | Specialized Instructor (Minor Revision) | 20 | Hours | \$ 74.83 | \$ 1,496.60 |
| 10.1d | Specialized Instructor (Major Revision) | 20 | Hours | <u>\$ 74.83</u> | \$ 1,496.60 |
| 10.1e | Specialized Instructor (Course Development) | 20 | Hours | \$ 74.83 | \$ 1,496.60 |
| 10.1f | Specialized Instructor (Overtime Premium) | 10 | Hours | \$ 74.83 | \$ 748.30 |
| 11.1 | Fixed Price Items - These courses of hours required and are to be fix or the requirements for contract stright to buy these on a labor hour are estimates and additional course | rmly uppor basi: | priced p t change s. The n | er class. es, the gove umbers of c | If courses change rnment reserves the lasses per course |
| 11.la | Task 9 - Course 21811 Prep and Contact | | Hours mate 10 | classes | \$ 2,285.20 |
| 11.1b | Task 11 - Course 22518 Prep and Contact | 32 Esti | Hours mate 6 o | classes | \$ 1,828.16 |
| 11.1c | Task 35 - Course 21430 Prep and Contact | 24 Esti | Hours mate 5 d | classes | \$ 1,371.12 |

OPTION TWO April 1, 2010 thru February 28, 2011

| CLIN* | ITEM DESCRIPTION | Estimated Quantity | Unit | Unit Price | Total Price |
|-------|--|-----------------------|-----------|-----------------|------------------------------|
| 1.2 | RESERVED | | ÷ | · | |
| 2.2 | Core Group as required by PWS paragraph 1.2, 1.3 and 1.4 (Includes travel handling characters) | | Months | \$ 67,289.60 | \$ 807,475.20 |
| 3.2 | Reports IAW PWS paragraph 1.2.1, 1.2.2, 1.2.2 and 1.4. | 1 | Lot | · Not s | eparately priced |
| 4.2 | CLINs 4.2a-10.2f: Performanc ordered by individual Delive: 11,000 Hours. Maximum Yearly | ry Orders. | Minimum (| Guaranteed Quai | hourly rates ntity (MGQ)- |
| 4.2a | Aviation Safety Inspector/ Instructor (Prep) Regular Ra | 1830 te | Hours | \$ 58.86 | \$ 107,713.80 |
| 4.2b | Aviation Safety Inspector/ Instructor (Prep) Overtime Premium | 10 | Hours | \$ 58.86 | \$ 588.60 |
| 4.2c | Aviation Safety Inspector/ Instructor (Prep) In-Country Premium | 50 | Hours | \$ 82.16 | \$ 4,108.00 |
| 5.2a | Aviation Safety Inspector/ Instructor (Contact) Regular Rate | 14200 | Hours | \$ 58.86 | \$ 835,812.00 |
| 5.2b | Aviation Safety Inspector/ Instructor (Contact) Overtime Premium | 10 | Hours | \$ 58.86 | <u>\$ 588.60</u> |
| 5.2c | Aviation Safety Inspector/ Instructor (Contact) In-Country Premium | 200 | Hours | \$ 82.16 | \$ 16,432.00 |
| 6.2a | Aviation Safety Inspector/ Instructor (Minor Revision- Technical) | 4000 | Hours | \$ 58.86 | \$ 235,440.00 |
| 6.2b | Aviation Safety Inspector/ Instructor (Major Revision- Technical) | 1960 | Hours | \$ 58.86 | \$ 115,365.60 |
| 6.2c | Aviation Safety Inspector/ Instructor (Course Developme | 530 ent | Hours | \$ 58.86 | \$ 31,195.80 |

| | | Ι . | | | - |
|------|---|-----------------|-------|------------------|---------------|
| | Technical) | ş . | | | |
| 6.2d | Aviation Safety Inspector/ Instructor (Overtime Premium- Technical) | 10 | Hours | \$ 58.86 | \$ 588.60 |
| 7.2a | Attorney (Aeronautics) (Prep) Regular Rate | : 80 | Hours | \$ 141.33 | \$ 11,306.40 |
| 7.2b | Attorney (Aeronautics) (Prep) In-Country Premium | 40 | Hours | \$ 197.32 | \$ 7,892.80 |
| 7.2c | Attorney (Aeronautics) (Contact) Regular Rate | 860 | Hours | \$ 141.33 | \$ 121,543.80 |
| 7.2d | Attorney (Aeronautics) (Contact) In-Country Premium | 80 | Hours | \$ 197.32 | \$ 15,785.60 |
| 7.2e | Attorney (Aeronautics) (Minor Revision-Technical) | 300 | Hours | \$ 141.33 | \$ 42,399.00 |
| 7.2f | Attorney (Aeronautics) (Major Revision-Technical) | 180 | Hours | <u>\$ 141.33</u> | \$ 25,439.40 |
| 7.2g | Attorney (Aeronautics) (Course Development-Technical) | 50 | Hours | \$ 141.33 | \$ 7,066.50 |
| 7.2h | Attorney (Aeronautics) (Overtime Premium- Technical) | 10 | Hours | \$ 141.33 | \$ 1,413.30 |
| 8.2a | Training Technician (Instructor-Prep) | 260 | Hours | \$ 49.99 | \$ 12,997.40 |
| 8.2b | Training Technician (Instructor-Contact) | 2200 | Hours | \$ 49.99 | \$ 109,978.00 |
| 8.2c | Training Technician (Minor Revision) | 600 | Hours | \$ 49.99 | \$ 29,994.00 |
| 8.2d | Training Technician (Major Revision) | 360 | Hours | \$ 49.99 | \$ 17,996.40 |
| 8.2e | Training Technician (Course Development) | 70 | Hours | \$ 49.99 | \$ 3,499.30 |
| 8.2f | Training Technician (Overtime Premium | 10 | Hours | \$ 49.99 | \$ 499.90 |
| 9.2a | Instructional Systems Special (Instructor-Prep) | ist 150 | Hours | \$ 54.02 | \$ 8,103.00 |
| 9.2b | Instructional Systems Special (Instructor-Contact) | ist 750 | Hours | \$ 54.02 | \$ 40,515.00 |
| 9.2c | Instructional Systems Special (Minor Revision) | ist 9900 | Hours | \$ 54.02 | \$ 534,798.00 |
| 9.2d | Instructional Systems Special (Major Revision) | ist 3800 | Hours | \$ 54.02 | \$ 205,276.00 |
| | | | | | |

November 8, 2007. Page 10 of 63

| 9.2e | Instructional Systems Specialist (Course Development) | 290 | Hours | \$ 54.02 | \$ 15,665.80 |
|-------|---|-------|----------|------------|------------------|
| 9.2f | Instructional Systems Specialist (Overtime Premium) | 10 | Hours | \$ 54.02 | \$ 540.20 |
| 9.2g | Instructional Systems Specialist (Special Projects) | 300 | Hours | \$ 54.02 | \$ 16,206.00 |
| 10.2a | Specialized Instructor (Instructor-Prep) | 30 | Hours | \$ 77.07 | \$ 2,312.10 |
| 10.2b | Specialized Instructor (Instructor-Contact) | 100 | Hours | \$ 77.07 | \$ 7,707.00 |
| 10.2c | Specialized Instructor (Minor Revision) | 20 | Hours | \$ 77.07 | \$ 1,541.40 |
| 10.2d | Specialized Instructor (Major Revision) | 20 | Hours | \$ 77.07 | \$ 1,541.40 |
| 10.2e | Specialized Instructor (Course Development) | 20 | Hours | \$ 77.07 | \$ 1,541.40 |
| 10.2f | Specialized Instructor (Overtime Premium) | . 10 | Hours | \$ 77.07 | \$ 770.70 |
| 11.2 | Fixed Price Items - These courses of hours required and are to be for the requirements for contract | irmly | priced p | per class. | If courses chang |

ınt ıge or the requirements for contract support changes, the government reserves the right to buy these on a labor hour basis. The numbers of classes per course are estimates and additional courses may be added as appropriate.

| 11.2a | Task 9 - Course 21811 Prep and Contact | 40 Hours Estimate 10 classes | \$ 2,354.40 |
|-------|--|---------------------------------|---------------|
| 11.2b | Task 11 - Course 22518 Prep and Contact | 32 Hours Estimate 6 classes | \$ 1,883.52 |
| 11.2c | Task 35 - Course 21430 Prep and Contact | 24 Hours Estimate 5 classes | \$ 1,412.64 |
| 12.2 | Travel | 1 Lot | \$ 500,000.00 |

OPTION THREE April 1, 2011 thru February 28, 2012

| CLIN* | ITEM DESCRIPTION | Estimated Quantity | Unit | Unit Price | Total Price |
|-------|--|--------------------|-----------|----------------|------------------|
| 1.3 | RESERVED | | | | |
| 2.3 | Core Group as required by PWS paragraph 1.2, 1.3 and 1.4 (Includes travel handling charge) | | Months | \$ 69,259.20 | \$ 831,110.40 |
| 3.3 | Reports IAW PWS paragraph 1.2.1, 1.2.2, 1.2.3 and 1.4. | 1 | Lot | Not s | eparately priced |
| 4.3 | CLINs 4.3a-10.3f: Performanc ordered by individual Delive: 11,000 Hours. Maximum Yearly | ry Orders. | Minimum (| Guaranteed Qua | |
| 4.3a | Aviation Safety Inspector/ Instructor (Prep) Regular Ra | 1830 te | Hours | \$ 60.61 | \$ 110,916.30 |
| 4.3b | Aviation Safety Inspector/ Instructor (Prep) Overtime Premium | 10 | Hours | \$ 60.61 | \$ 606.10 |
| 4.3c | Aviation Safety Inspector/ Instructor (Prep) In-Country Premium | 50 | Hours | \$ 84.62 | \$ 4,231.00 |
| 5.3a | Aviation Safety Inspector/ Instructor (Contact) Regular Rate | 14200 | Hours | \$ 60.61 | \$ 860,662.00 |
| 5.3b | Aviation Safety Inspector/ Instructor (Contact) Overtime Premium | 10 | Hours | \$ 60.61 | \$ 606.10 |
| 5.3c | Aviation Safety Inspector/ Instructor (Contact) In-Country Premium | 200 | Hours | \$ 84.62 | \$ 16,924.00 |
| 6.3a | Aviation Safety Inspector/ Instructor (Minor Revision- Technical) | 4000 | Hours | \$ 60.61 | \$ 242,440.00 |
| 6.3b | Aviation Safety Inspector/ Instructor (Major Revision- Technical) | 1960 | Hours | \$ 60.61 | \$ 118,795.60 |
| 6.3c | Aviation Safety Inspector/ Instructor (Course Developme Technical) | 530 ent | Hours | \$ 60.61 | \$ 32,123.30 |
| 6.3d | Aviation Safety Inspector/ | 10 | Hours | \$ 60.61 | \$ 606.10 |

| | Instructor (Overtime Premium- Technical) | | | | |
|------|--|------|-------|------------------|---------------|
| 7.3a | Attorney (Aeronautics) (Prep) Regular Rate | 80 | Hours | <u>\$ 145.57</u> | \$ 11,645.60 |
| 7.3b | Attorney (Aeronautics) (Prep) In-Country Premium | 40 | Hours | \$ 203.25 | \$ 8,130.00 |
| 7.3c | Attorney (Aeronautics) (Contact) Regular Rate | 860 | Hours | \$ 145.57 | \$ 125,190.20 |
| 7.3d | Attorney (Aeronautics) (Contact) In-Country Premium | 80 | Hours | \$ 203.25 | \$ 16,260.00 |
| 7.3e | Attorney (Aeronautics) (Minor Revision-Technical) | 300 | Hours | \$ 145.57 | \$ 43,671.00 |
| 7.3f | Attorney (Aeronautics) (Major Revision-Technical) | 180 | Hours | \$ 145.57 | \$ 26,202.60 |
| 7.3g | Attorney (Aeronautics) (Course Development-Technical) | 50 | Hours | <u>\$ 145.57</u> | \$ 7,278.50 |
| 7.3h | Attorney (Aeronautics) (Overtime Premium- Technical) | 10 | Hours | \$ 145.57 | \$ 1,455.70 |
| 8.3a | Training Technician (Instructor-Prep) | 260 | Hours | \$ 51.50 | \$ 13,390.00 |
| 8.3b | Training Technician (Instructor-Contact) | 2200 | Hours | \$ 51.50 | \$ 113,300.00 |
| B.3c | Training Technician (Minor Revision) | 600 | Hours | \$ 51.50 | \$ 30,900.00 |
| 8.3d | Training Technician (Major Revision) | 360 | Hours | \$ 51.50 | \$ 18,540.00 |
| 8.3e | Training Technician (Course Development) | 70 | Hours | \$ 51.50 | \$ 3,605.00 |
| 8.3f | Training Technician (Overtime Premium | 10 | Hours | \$ 51.50 | \$ 515.00 |
| 9.3a | Instructional Systems Specialist (Instructor-Prep) | 150 | Hours | \$ 55.64 | \$ 8,346.00 |
| 9.3b | Instructional Systems Specialist (Instructor-Contact) | 750 | Hours | \$ 55.64 | \$ 41,730.00 |
| 9.3c | Instructional Systems Specialist (Minor Revision) | 9900 | Hours | \$ 55.64 | \$ 550,836.00 |
| 9.3d | Instructional Systems Specialist (Major Revision) | 3800 | Hours | \$ 55.64 | \$ 211,432.00 |

SIR DTFAAC-08-R-00066 November 8, 2007 Page 13 of 63

| | | | | | Page 13 of 63 |
|-------|--|------------------------|----------------------------------|------------------------------------|--|
| 9.3e | Instructional Systems Specialist (Course Development) | 290 | Hours | <u>\$ 55.64</u> | \$ 16,135.60 |
| 9.3f | Instructional Systems Specialist (Overtime Premium) | 10 | Hours | \$ 55.64 | \$ 556.40 |
| 9.3g | Instructional Systems Specialist (Special Projects) | 300 | Hours | \$ 55.64 | \$ 16,692.00 |
| 10.3a | Specialized Instructor (Instructor-Prep) | 30 | Hours | \$ 79.38 | \$ 2,381.40 |
| 10.3b | Specialized Instructor (Instructor-Contact) | 100 | Hours | \$ 79.38 | \$ 7,938.00 |
| 10.3c | Specialized Instructor (Minor Revision) | 20 | Hours | \$ 79.38 | \$ 1,587.60 |
| 10.3d | Specialized Instructor (Major Revision) | 20 | Hours | \$ 79.38 | \$ 1,587.60 |
| 10.3e | Specialized Instructor (Course Development) | 20 | Hours | \$ 79.38 | \$ 1,587.60 |
| 10.3f | Specialized Instructor (Overtime Premium) | 10 | Hours | \$ 79.38 | \$ 793.80 |
| 11.3 | Fixed Price Items - These courses are of hours required and are to be firml or the requirements for contract suppright to buy these on a labor hour bases estimates and additional courses | y pri ort o sis. | iced per changes, The numb | class. If the governments of class | courses change ent reserves the ses per course |
| 11.3a | Task 9 - Course 21811 Prep and Contact | 40 Esti | Hours mate 10 | classes | \$ 2,424.40 |
| 11.3b | Task 11 - Course 22518 Prep and Contact | 32 Esti | Hours mate 6 d | classes | \$ 1,939.52 |
| 11.3c | Task 35 - Course 21430 Prep and Contact | 24 Esti | Hours mate 5 d | classes | \$ 1,454.64 |
| 12.3 | Travel | : | l Lot | | \$ 500,000.00 |
| | | | | | |

OPTION FOUR April 1, 2012 thru February 28, 2013

| CLIN* | ITEM DESCRIPTION | Estimated Quantity | Unit | Unit Price | Total Price |
|-------|---|-----------------------|---------|-----------------|-------------------|
| 1.4 | RESERVED | | | | |
| 2.4 | Core Group as required by Paragraph 1.2, 1.3 and 1.4 (includes travel handling co | | Months | \$ 71,292.80 | \$ 855,513.60 |
| 3.4 | Reports IAW PWS paragraph 1.2.1, 1.2.2, 1.2 and 1.4. | .3 | Lot | Not s | separately priced |
| 4.4 | CLINs 4.4a-10.4f: Performan ordered by individual Deliv 11,000 Hours. Maximum Yearl | ery Orders. ¯ | Minimum | Guaranteed Qua | |
| 4.4a | Aviation Safety Inspector / Instructor (Prep) Regular R | | Hours | \$ 62.44 | \$ 114,265.20 |
| 4.4b | Aviation Safety Inspector/ Instructor (Prep) Overtime Premium | 10 | Hours | \$ 62.44 | \$ 624.40 |
| 4.4c | Aviation Safety Inspector/ Instructor (Prep) In-Countr Premium | 50 У | Hours | \$ 87.17 | \$ 4,358.50 |
| 5.4a | Aviation Safety Inspector/ Instructor (Contact) Regular Rate | 14200 | Hours | \$ 62.44 | \$ 886,648.00 |
| 5.4b | Aviation Safety Inspector/ Instructor (Contact) Overtime Premium | 10 | Hours | \$ 62.44 | \$ 624.40 |
| 5.4c | Aviation Safety Inspector/ Instructor (Contact) In-Country Premium | 200 | Hours | <u>\$ 87.17</u> | \$ 17,434.00 |
| 6.4a | Aviation Safety Inspector/ Instructor (Minor Revision- Technical) | 4000 | Hours | \$ 62.44 | \$ 249,760.00 |
| 6.4b | Aviation Safety Inspector/ Instructor (Major Revision- Technical) | 1960 | Hours | \$ 62.44 | \$ 122,382.40 |
| 6.4c | Aviation Safety Inspector/ Instructor (Course Developm Technical) | 530 ment | Hours | \$ 62.44 | \$ 33,093.20 |

| 6.4d | Aviation Safety Inspector / Instructor (Overtime Premium- Technical) | 10 | Hours | \$ 62.44 | \$ 624.40 |
|------|--|------|-------|-----------------|---------------|
| 7.4a | Attorney (Aeronautics) (Prep) Regular Rate | 80 | Hours | \$ 149.95 | \$ 11,996.00 |
| 7.4b | Attorney (Aeronautics) (Prep) In-Country Premium | 40 | Hours | \$ 209.35 | \$ 8,374.00 |
| 7.4c | Attorney (Aeronautics) (Contact) Regular Rate | 860 | Hours | \$ 149.95 | \$ 128,957.00 |
| 7.4d | Attorney (Aeronautics) (Contact) In-Country Premium | 80 | Hours | \$ 209.35 | \$ 16,748.00 |
| 7.4e | Attorney (Aeronautics) (Minor Revision-Technical) | 300 | Hours | \$ 149.95 | \$ 44,985.00 |
| 7.4£ | Attorney (Aeronautics) (Major Revision-Technical) | 180 | Hours | \$ 149.95 | \$ 26,991.00 |
| 7.4g | Attorney (Aeronautics) (Course Development-Technical) | 50 | Hours | \$ 149.95 | \$ 7,497.50 |
| 7.4h | Attorney (Aeronautics) (Overtime Premium- Technical) | 10 | Hours | \$ 149.95 | \$ 1,499.50 |
| 8.4a | Training Technician (Instructor-Prep) | 260 | Hours | \$ 53.04 | \$ 13,790.40 |
| 8.4b | Training Technician (Instructor-Contact) | 2200 | Hours | \$ 53.04 | \$ 116,688.00 |
| 8.4c | Training Technician (Minor Revision) | 600 | Hours | <u>\$ 53.04</u> | \$ 31,824.00 |
| 8.4d | Training Technician (Major Revision) | 360 | Hours | \$ 53.04 | \$ 19,094.40 |
| 8.4e | Training Technician (Course Development) | 70 | Hours | \$ 53.04 | \$ 3,712.80 |
| 8.4f | Training Technician (Overtime Premium) | 10 | Hours | \$ 53.04 | \$ 530.40 |
| 9.4a | Instructional Systems Specialist (Instructor-Prep) | 150 | Hours | \$ 57.32 | \$ 8,598.00 |
| 9.4b | <pre>Instructional Systems Specialist (Instructor-Contact)</pre> | 750 | Hours | \$ 57.32 | \$ 42,990.00 |
| 9.4c | Instructional Systems Specialist (Minor Revision) | 9900 | Hours | \$ 57.32 | \$ 567,468.00 |
| 9.4d | Instructional Systems Specialist | 3800 | Hours | \$ 57.32 | \$ 217,816.00 |

| | (Major Revision) | | | | | | |
|-------|---|------------|-------------------|-----------|-------|-----------|------------|
| 9.4e | Instructional Systems Specialist (Course Development | 290 | Hours | \$ | 57.32 | \$ | 16,622.80 |
| 9.4f | Instructional Systems Specialist (Overtime Premium) | 10 | Hours | <u>\$</u> | 57.32 | \$ | 573.20 |
| 9.4g | Instructional Systems Specialist (Special Projects) | 300 | Hours | \$ | 57.32 | \$ | 17,196.00 |
| 10.4a | Specialized Instructor (Instructor-Prep) | 30 | Hours | \$ | 81.77 | \$ | 2,453.10 |
| 10.4b | Specialized Instructor (Instructor-Contact) | 100 | Hours | \$ | 81.77 | \$ | 8,177.00 |
| 10.4c | Specialized Instructor (Minor Revision) | 20 | Hours | \$ | 81.77 | <u>\$</u> | 1,635.40 |
| 10.4d | Specialized Instructor (Major Revision) | 20 | Hours | \$ | 81.77 | \$ | 1,635.40 |
| 10.4e | Specialized Instructor (Course Development) | 20 | Hours | \$ | 81.77 | \$ | 1,635.40 |
| 10.4f | Specialized Instructor (Overtime Premium) | 10 | Hours | \$ | 81.77 | \$ | 817.70 |
| 11.4 | 11.4 Fixed Price Items - These courses are considered to be stable in the amount of hours required and are to be firmly priced per class. If courses change or the requirements for contract support changes, the government reserves the right to buy these on a labor hour basis. The numbers of classes per course are estimates and additional courses may be added as appropriate. | | | | | | |
| 11.4a | Task 9 - Course 21811 Prep and Contact | 40 Est | Hours imate 10 | clas | sses | \$ | 2,497.60 |
| 11.4b | Task 11 - Course 22518 Prep and Contact | 32 Est | Hours Lmate 6 | clas | ses | \$ | 1,998.08 |
| 11.4c | Task 35 - Course 21430 Prep and Contact | 24 Est: | Hours imate 5 | clas | ses | \$ | 1,498.56 |
| 12.4 | Travel | | 1 Lot | | | Ş | 500,000.00 |

Lot

1

\$**0.**00

Phase-Out IAW PWS para 1.25.3

13.0

PART I - SECTION C DESCRIPTION/SPECS/WORK STATEMENT

C.1 SCOPE OF WORK

The contractor shall provide all administrative, managerial, supervisory, instructional, and clerical personnel required to provide technical training to Aviation Safety (AVS) personnel as specifically defined in the attached Performance Work Statement (PWS). Contract instructional personnel will assist and augment an existing cadre of FAA instructors to accomplish tasked services, as defined in Section 4, for a fluctuating student enrollment environment. Contract revision/course maintenance and development personnel will assist and augment an existing cadre of FAA revision and development staff to accomplish tasked services as defined in the attached Performance Work Statement. Contractor Personnel will support and follow the policies and procedures of the Division's ISO-9001 Quality Management System.

C. Emergency Situations and Exercises during Contract Performance (SEP 2001)

CLA. 4548

- (a) Emergency situations and exercises are temporary exceptions to the prohibition of contractor personnel not being subject to the direction and control of Government personnel when performing non-personal contract services in FAA facilities.
- (b) All contractor personnel at a FAA work site or facility during an actual emergency shall conform to the procedures posted or directed by FAA officials responsible for emergency response at that site or facility. Such officials include evacuation wardens/monitors, security personnel, Emergency Readiness Officers, management, etc.
- (c) Contractor personnel shall participate in all emergency exercises, including evacuations, as part of performance under this contract. On rare occasions and based on advance arrangements that are then announced at the time of an exercise, contractor personnel will be excused from /evacuations.
- (d) Contractor management/supervisors shall ensure that each contractor employee assigned work in FAA facilities possesses a general awareness of emergency and evacuation procedures at all locations where the employees might be during an emergency or exercise. Information on emergency procedures may be requested from the Contracting Officer's Technical Representative or a designated FAA contact point at the work site.

PART I - SECTION D - PACKAGING AND MARKING

RESERVED

PART I - SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE AT DESTINATION (JAN 1997)

CLA.1908

- (a) Final inspection and acceptance shall be at destination.
- (b) Although source inspection by the Government is not anticipated under this contract, the provisions of this clause shall in no way be construed to limit the rights of the Government under the clauses entitled .

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

- 3.10.4-4 Inspection of Services--Both Fixed-Price & Cost Reimbursement (April 1996)
- 3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

PART I - SECTION F - DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The principle place of performance shall be at the Mike Monroney Aeronautical Center, FAA Academy, 6500 S MacArthur Blvd, Oklahoma City OK and other locations designated by the Contracting Officer Technical Representative.

F.2 PHASE IN PERIOD

The phase-in period will convene March 1, 2008 and end 30 days later. Its start date will be suitably adjusted so that in no case will it exceed 30 days. The phase-in period may be waited at the discretion of the Government. During this period, the contractor shall accomplish the requirements included in PWS 1.25.2. The basic period of performance will begin 30 days after date of award and continue for one year from the date performance began. The basic period is followed by four one (1) year options periods to be exercised at the sole discretion of the government.

F.3 F.O.B ACCEPTANCE

All deliverables required in performance of this contract shall be delivered F.O.B. FAA Academy, Mike Monroney Aeronautical Center, 6500 S MacArthur Blvd, Oklahoma City OK 73169. Mail P.O. Box 25082, Oklahoma City OK 73125, unless otherwise specified on the individual task order.

F.4 AUTHORIZED PERFORMANCE (JAN 1997)

CLA.0168

The execution of a contract shall not constitute authority for the contractor to commence performance. Performance shall be ordered by the issuance of a formal delivery order by an authorized Contracting Officer of the Mike Monroney Aeronautical Center (MMAC). Orders issued orally or by written telecommunications shall reference a formal delivery order number and shall be confirmed by issuance of the formal delivery order.

F.5 CONTRACT PERIOD (JAN 1997)

CLA.1604

The effective period of this contract is 12 months from date of award unless extended by exercise of the option extending the ordering period. Four potential option periods are anticipated.

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

- 3.10.1-9 Stop-Work Order (October 1996)
- 3.10.1-11 Government Delay of Work (April 1996)
- 3.11-34 F.O.B. Destination (April 1999)

PART I - SECTION G - CONTRACT ADMINISTRATION DATA

G.1 OPTION TO EXTEND SERVICES (JAN 1997)

CLA.0116

The Government may unilaterally exercise its option to extend the term of the contract for performance of specified services pursuant to Section I, AMS Clause 3.2.4-34, Option to Extend Services, by written notice to the contractor not later than the expiration date of the current contract period.

G.2 INVOICING PROCEDURES - GENERAL (JAN 2002)

CLA. 0135

- (a) In addition to the requirements set forth at AMS Clause 3.3.1-17, Prompt Payment, for the submission of a proper invoice, the contractor shall submit a separate invoice for (1) each month of performance of services, or (2) those items of supplies furnished, as follows:
 - (1) The original to: FAA, Mike Monroney Aeronautical Center Financial Operations Division (AMZ-100)

P.O. Box 25710

Oklahoma City, OK 73125-4913

(2) One copy to: FAA, Mike Monroney Aeronautical Center

AMA-260, Contracts & Program Administration

P.O. Box 25082 ANF-1 Oklahoma City, OK 73125

(3) One copy to: FAA, Mike Monroney Aeronautical Center

Aviation, Medical & Training Division (AMQ-340)

P.O. Box 25082

Oklahoma City, OK 73125

- (b) Each invoice shall highlight the following information:
 - (1) Contract number and applicable Task/Delivery Order number.
 - (2) Noun description of services and/or supplies, including
- applicable line item number(s) and quantity(s) that were provided.
 - (3) Extended totals for invoiced quantities.
- (4) Hours by employee by labor category, with payroll documentation indicating the hourly rate/total wages paid to each employee (furnish only to AMQ-340 and Task Managers).
- (5) The cumulative hours by category billed and paid on the current Task/Delivery Order.
- (c) All contractors invoicing services to the FAA in labor hours shall maintain on file, and submit when required for verification or audit, certified time logs showing a daily start and ending work times, the daily total of productive hours charged to the contract, a daily entry for any non-productive work-hours and cumulative totals for each pay period.

G.4 WAIVER OF WITHHOLDING (SEP 2001)

CLA, 4546

Funds shall not be withheld from contract payments as described in subparagraph (a)(2) of AMS clause 3.3.1-5 "Payments Under Time-and-Material and Labor-Hour Contracts."

G.5 DELIVERIES TO THE MIKE MONRONEY AERONAUTICAL (JAN 2002) CLA.4550 CENTER (MMAC)

- (a) Security procedures at the MMAC require that all mail, materials, packages or parcels of any kind be delivered to a central screening point, for inspection by the FAA. This affects mail and other deliveries destined for all organizations located on MMAC property, including government organizations, contractors and permit holders. After passing security inspection, the mail or material may be handled and delivered by the FAA. FAA will make every reasonable effort to conduct inspections and handle items in a careful manner so as to avoid damage or delay.
- (b) This inspection is for the benefit of the FAA only. The FAA makes no representation that any material passing inspection is without hazard, poses no threat, or that it conforms in form, fit, function or quantity to the expectations of the intended recipient.
- (c) The FAA shall not be liable for any 1) loss, damage or shortage of any mail or materials, 2) injury, or 3) delay in performance resulting from such inspection and handling, unless liable under the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- (d) Any item destined for the contractor that fails to pass inspection remains the property of the contractor, who is responsible for its

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

http://conwrite.faa.gov (on this web page, select "Search and View Clauses").

3.10.1-22 CONTRACTING OFFICERS TECHNICAL REPRESENTATIVE (July 1996)

PART I - SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK/DELIVERY ORDER PROCESSING

- (a) The Contracting Officer shall issue task orders in order of priority, which may be periodically updated, during the performance period of the contract. Concurrent accomplishment of more than one task at a time may be required. The contractor shall perform the tasks in the priority order unless written approval is received from the Contracting Officer to deviate from the priority order.
- (b) Task/delivery orders will be issued upon completion of the following sequence of actions:
- (1) The Contracting Officer will issue a request for task proposal, with a copy of the Task work Statement attached.
- (2) Contractor will submit a task proposal to the Contracting Officer including:

- (i) A proposed management plan/Supervision requirements and levels.
- (ii) A milestone schedule
- (iii) Proposed completion or delivery date
- (iv) Proposed travel costs
- (v) A breakdown of the proposed labor hours and costs by category of discipline/skills as shown In part I-Section B of this contract
- (3) Each task will be negotiated by the Contracting Officer and, when mutual agreement is reached, a task/delivery order will be issued
- (4) The task/delivery order will be signed, dated and issued by the Contracting Officer. Each task/delivery order will contain the following information:
 - (i) An appropriate delivery order number and a reference to this contract number
 - (ii) A description of the services to be performed presented in a Task Performance Work Statement format
 - (iii) Any special requirements relating to the specific task to be performed
 - (iv) Period of performance
 - (v) Ceiling Price
- (c) The Contracting Officer may issue Task/delvery orders under this contract at any time within the term of this contract or any extension under the option clause. The contractor will be given a minimum of 5 workdays to commence work under any task order issued.
- (d) Whenever, in the opinion of the Contracting Officer, the need for services is an emergency, the Contracting Officer may issue a task/delivery order, with a copy of the Task Performance Work Statement attached, directing the Contractor to proceed with performance of the work specified. Such tasks/delivery order will specify a ceiling price. The contractor will proceed with the performance of the work required by task/delivery order. The contractor will submit a task proposal within 20 calendar days from the date of receipt of the task/delivery order. Following receipt of the contractor's task proposal, negotiations, if required, will be conducted to establish a new ceiling price.
- (e) Any completion-type task/delivery order (PWS must state a definite goal or target and specify an end product) issued during the term of this contract and not completed within that the contractor shall complete term within the term specified in the task/delivery order. The rights and obligations of the contractor and the FAA respecting that task/delivery order shall be completed during the effective term of this contract. This paragraph (e) does not apply to term or level-of-effort type task.

H.2 PHASE-IN

- (a) This requirement includes a "Phase-in-period", to ensure a smooth transition in the change of effort from the previous contract to the current contract.
 - (b) The Phase-in period is provided for the purpose of
 - Observing work accomplished by the contractor of the previous contract
 - 2. Becoming thoroughly familiar with work requirements and work procedures
 - 3. Complete training requirements and accomplish necessary training of Contractor employees
 - 4. Obtaining Faa security clearance, and badged access for contractor employees

H.3 ENVIRONMENTAL, SAFETY AND HEALTH (MAY 2007)

CLA.0090

- (a) The Contractor shall assure that no person employed on this contract works in surroundings or under conditions that are unsanitary, hazardous, or dangerous to their health or safety. The contractor shall also ensure that all employees received appropriate and required safety, health, environmental, and equipment operational training. In fulfilling these requirements, the Contractor shall comply with:
- (1) Department of Labor Safety and Health Standards for Construction under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq. and CFR 1960).
- (2) Occupational Safety and Health Act of 1970, (Public Law 91-598 and 29 CFR 1960) (OSHA) and applicable rules and regulations as may have been delegated to the States.
- (3) Applicable Federal and state environmental requirements. This includes, but is not limited to Code of Federal Regulations, U.S. Environmental Protection Agency, Oklahoma Department of Environmental Quality, and the Oklahoma Corporation Commission.
- (4) Supplemental FAA environmental, safety and health requirements contained in FAA and Mike Monroney Aeronautical Center (MMAC) Environmental, Safety and Health Orders, or elsewhere in the contract. Other standards used by FAA include the National Fire Codes, American National Standards Institute (ANSI), American Society of Testing and Materials (ASTM), etc. This list of standards or laws is not inclusive. Other safety and health FAA regulations can be found in the 3900 classification series entitled, "Employee Health and Safety." Other environmental FAA regulations can be found in the 1050 classification series.
- (5) MMAC Environmental Policy. The Policy states that all MMAC organizations are responsible to ensure that environmental considerations are integrated into their daily activities and operations to:
 - Ensure compliance with all applicable environmental requirements
 - · Minimize pollution and waste
 - Conserve natural resources
 - Continually improve environmental performance
- (6) MMAC Safety and Health Policy. The Policy states that all MMAC organizations are responsible for leadership in protecting the safety and health of our employees. This is achieved through a cooperative effort between management and labor and includes the following primary elements:
 - Management Leadership and Employee Involvement
 - Work Site Analysis
 - Hazard Prevention and Control
 - Safety and Health Training
- (b) If the Contractor works more than 1000 employee-hours in one quarter on the MMAC Campus, the Contractor shall prepare and submit an annual report of injury and illness information regarding this workforce using the attached form. The report shall be submitted to the Contracting Officer not later than November 30 of each government fiscal year (October 1 through September 30) and contain the following information:
 - (1) The number of employee-hours worked during the preceding fiscal year;
- (2) The number of OSHA record able cases (defined as mishaps that result in fatalities, lost workdays, medical treatment, restricted workdays or a loss of consciousness) that occurred during the preceding fiscal year;
- (3) The number of cases which resulted in days away and/or restricted/transferred duty that occurred during the preceding fiscal year.
- (c) If there are conflicts between any of the requirements referenced in this contract, the more stringent requirement will prevail.

- (d) If the Contractor fails or refuses to promptly comply with environmental, safety or health requirement, the Contracting Officer's Technical Representative (COTR) will notify the Contractor of any such noncompliance and the Contractor shall take immediate corrective action. Such notice, whether oral or written, when served on the Contractor or any of its employees at the site of the work, shall be deemed sufficient. If the Contractor fails or refuses to promptly correct the condition, the COTR may stop all or any portion of the work. satisfactory corrective action has been taken, the contractor shall request permission to resume work from the COTR. No time extension or additional costs, resulting from the directive to stop work shall be allowed. Failure of the COTR to provide notice of noncompliance or to stop work shall not relieve the Contractor of its responsibility for the safe performance of the work.
- (e) The Contractor shall require contract personnel to wear personal protective equipment when it is necessary because of the hazards on the job and in most instances will provide the equipment, except that which has been specified to be furnished by FAA. All personal protective equipment worn by contractors shall be equal to or exceed the level of protection required of and provided to Government employees.
- (f) Contractors shall include a clause in all subcontracts to require subcontractors to comply with this clause.

H.2 DIRECT HOURLY LABOR RATE (JAN 1997)

CLA.0125

The purpose of this clause is to require the contractor to pay the labor rates, which were negotiated and set forth in this contract. It is agreed by the parties that such rates represent adequate compensation to attract the competence levels in each labor category necessary for successful contract performance.

- (a) The contractor agrees to pay all employees a direct hourly labor rate for each labor category required by Section B, Schedule of Supplies/Services and Prices/Costs, whose weighted average is no less than 98 percent of the final negotiated direct labor rate (the direct labor portion of the negotiated composite/billing rate) for each labor category.
- (b) Weighted averages (i.e., labor dollars paid divided by the direct labor hours billed under each labor category) shall be computed by the contractor on a cumulative basis for each billing period and this information provided to the Contracting Officer in three month intervals, as a minimum.
- (c) The contractor shall include a clause substantially the same as this in any subcontract for labor awarded for work under this contract. Wage rates paid to all subcontractor employees performing in the required labor categories are covered by this clause.
- (d) Failure to pay the specified weighted average labor rates for each labor category, on a cumulative annual basis, shall constitute a variance from the contract requirements. Any credit to the Government shall be shown on the final invoice for the initial contract term and each renewal option period term. Credits shall be computed for each labor category on which the cumulative weighted average labor rate is less than 98 percent of the final negotiated direct hourly labor rate. No adjustment shall be made if the weighted average direct hourly labor rate for the labor category exceeds 98 percent of the final negotiated rates.

NOTE:

Prospective contractors must complete the attachment entitled "Negotiated Direct Hourly Labor Rates" and return as part of their proposal/best and final offer.

(This example assumes a final negotiated direct labor rate of \$21.50/hr for Skill I, taken from a separate listing of such rates; and a billing rate of \$38.00/hr taken from Section B, Supplies or Services and Prices/Cost. For Skill II, the final negotiated direct labor rate is assumed to be \$18.75/hr and a billing rate of \$32.00/hr.)

| Labor Category | Actual Labor | Hours | Total Labor |
|--------------------|----------------------|--------|----------------|
| | Rate Paid | Worked | <u>Dollars</u> |
| Contract Skill I | Employee A - \$22.00 | 100 | \$ 2,200.00 |
| | Employee B - \$20.00 | 100 | 2,000.00 |
| | Employee C - \$19.00 | 100 | 1,900.00 |
| | Employee D - \$19.50 | 100 | 1,950.00 |
| Invoice Total | All other invoices) | 400 | \$ 8,050.00 |
| Previous Totals (i | | 4,000 | 79,950.00 |
| Cumulative Total | | 4,400 | \$88,000.00 |

Cumulative Weighted Average: \$88,000 / 4,400 hours = \$20.00Cumulative Amount Billed: $$38.00 \times 4,400 \text{ hours} = $167,200$

| Contract Skill II | Employee G - \$18.00 | 100 | \$ 1,800.00 |
|-------------------|----------------------|------------|----------------------|
| | Employee H - \$19.00 | 100 | 1,900.00 |
| | Employee J - \$18.50 | <u>100</u> | 1,850.00 |
| Invoice Total | | 300 | \$ 5 , 550.00 |
| Previous Totals | (All other invoices) | 4,000 | 74,400.00 |
| Cumulative Total | | 4,300 | \$79,950.00 |

Cumulative Weighted Average \$79,950 / 4,300 hours = \$18.59 Cumulative Amount Billed: $$32.00 \times 4,300 \text{ hours} = $137,600$

Final Billing Adjustment

Skill I

Wage ratio 93% (\$20.00/\$21.50), Variance 7% (100%-93%), Adjustment 5% (98%-93%) Credit to Government \$8,360 (\$167,200 x 5%)

Skill II

Wage ratio 99% (\$18.59/\$18.75), Variance 1% (100%-99%), Adjustment 0% (98%-99%)
Credit to Government \$-0- (\$137,600 x 0%)

H.4 CONTRACT SHUTDOWN PROCEDURES PENDING APPROPRIATIONS FOR NEW FISCAL YEAR (JAN 1997)

CLA.1051

- (a) In the event no continuing resolution or permanent appropriation is in place at the outset of the new fiscal year (FY), contractor employees are expected to report for their assigned duties the first workday of that new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be shutdown as soon as practical. To implement the shutdown, the Contracting Officer may require the contractor to stop all, or any part, of the work called for under the contract pursuant to AMS clause 3.10.1-9, Stop-Work Order.
- (b) This clause does not limit the Government's rights provided by AMS 3.10.6-4, Default, or AMS 3.10.6-1, Termination for Convenience of the Government, clause of the contract.

H.5 REQUIREMENT FOR SCREENING OF CONTRACTOR PERSONNEL (Jul 2001) CLA.1262

- (a) Contractor Screening of Personnel. The operation of this contract is intended to promote the continued safe and secure operation of Federal Aviation Administration (FAA) facilities, systems and resources that comprise or support the National Aerospace System. Access to most FAA locations, systems and equipment is restricted and controlled by the responsible FAA Servicing Security Element. No rights of access to FAA facilities or resources are conferred to the contractor or contractor personnel by this contract. The contractor is responsible for identifying and providing qualified and acceptable personnel in performance of the contract. To meet this requirement, the contractor shall perform routine personnel screening prior to personnel having access to any FAA facility, resources, or sensitive information.
- (1) The contractor shall obtain a criminal history report of the prospective employee from the appropriate state authority, i.e., the state where the individual was last employed. If the criminal history report reveals an occurrence of activity listed in paragraphs 1 through 6 of the contract attachment entitled "Screening Standards-Contractor" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information. Payment of any fees charged for such criminal history reports shall be the responsibility of the contractor. If the cost is included in the price of the contract, it shall be subject to the usual tests of allocability and reasonableness.
- (2) The Government expects that the contractor will normally contact prospective employees' previous employer(s) for employment history, and apply the contractor's customary standards for employment suitability. If this employment history check reveals a documented occurrence of activity listed in paragraph 7 of the contract attachment entitled "Screening Standards CONTRACTOR" within the preceding 9 years, the prospective employee shall not be allowed access to any FAA facility, resources, or sensitive information.
- (3) When specific experience or educational requirements apply to personnel performing on the contract, the contractor shall verify prospective employees' claimed experience or educational qualifications.

(b) Government Screening Standards for Contractor Personnel.

- (1) The Contractor shall inform prospective employees that the FAA will perform background investigations on contractor personnel prior to their gaining access to any Federal Aviation Administration (FAA) facility, resource or sensitive information/system in performance of the contract.
- (2) Prior to placing any employee in a position having access to FAA facilities, resources or sensitive information, the contractor shall provide that employee a copy of the contract attachment entitled "Adjudicative Standards: Issues". (Appendix 6, FAA Order 1600.72). In addition, the contractor must advise the prospective employee of FAA's intent to employ such adjudicative standards in determining employee access as described above.
- (3) Any personnel the contractor employs to work on FAA facilities and resources found to have a conviction history within nine (9) years prior to beginning performance under this contract shall be denied access to any FAA-controlled facility/resource. No access will be granted until the Government's background investigation is complete and a favorable determination made as a result of the adjudication process.
- (c) Upon written request to the CO or his/her designated representative, the FAA may waive the screening requirements with respect to:
- (1) a contractor employee that has had a FAA background investigation within the previous five years, with uninterrupted employment and performance on a FAA facility, and a record of acceptable behavior; or

- (2) a contractor employee that has had a FAA background investigation within the previous 12 months, with interrupted employment and performance on a FAA facility, and a record of acceptable behavior.
- (d) If in unusual circumstances the contractor finds it necessary to utilize a person that does not meet the requirements of paragraph (a), the FAA may at its sole discretion, grant a waiver to this clause. Contractor's request for waiver shall be in writing to the contracting officer, providing information about mitigating circumstances to the negative screening results, and explain why the person should have access to FAA facilities, resources or sensitive information. The FAA will grant or deny the waiver request in writing within 15 days following receipt. The decision to grant or deny the waiver is solely the FAA's, and is not subject to appeal or to the "Disputes" clause of this contract. The contractor understands that access suitability determinations by the responsible Security Servicing Element, although conclusive under this contract, derive legal standing independent of the contract.
- (e) If the contractor fails to perform the required screening, or disregards the results of the screening, and subject personnel are found to be unacceptable as a result of FAA background investigation(s), the contractor shall be responsible for FAA's cost of subsequent FAA background investigation(s) of the replacement personnel. The cost of additional FAA background investigation(s) may be deducted from requests for payment under the contract.
- (f) The Contractor shall retain all reports and related documentation pertaining to (a)(1) through (3) for the duration of this contract, and shall make them available for review by the contracting officer, or his/her designated representative, within 10 days of written request.
- (g) Neither the time required to perform the screening, nor the impact of any personnel action(s) required as a consequence of the screening shall be considered an "excusable delay" as described in the "Default" clause of this contract.
- (h) Notwithstanding the diligent effort of the contractor to provide qualified and acceptable personnel for performance of the contract, the CO may by written notice deny access to FAA facilities, resources, or sensitive information to those personnel who have been deemed incompetent, careless, dangerous, unsuitable or otherwise objectionable, former federal employees in violation of a post-employment restriction, or those whose continued presence on Government property is contrary to the public interest or inconsistent with the interest of national security. The Contractor shall fill out, and cause each of its personnel on the contract to fill out for submission to the Government; such forms as may be necessary for security or other reasons relating to qualifications and suitability for contract work. Upon request of the CO, the Contractor's personnel shall be fingerprinted.

ATTACHMENT 1 SCREENING STANDARDS-CONTRACTOR

- 1. Record of conviction for illegal use or possession of intoxicants;
- 2. Record of conviction for illegal use, possession, or sale of controlled substances or marijuana;
- 3. Record of conviction of criminal behavior relating to immoral conduct, such as child molestation, rape, sexual assault, incest, bestiality, indecent exposure, lewd acts, etc.;
- 4. Record of conviction of criminal behavior relating to dishonesty, such as theft, larceny, burglary, robbery, forgery, extortion, counterfeiting, blackmail, fraud, conversion, sale, or possession of stolen property, embezzlement, etc.;

- 5. Record of conviction for criminally disruptive or violent behavior, such as assault, battery, kidnapping, abduction, murder, rape, arson, vandalism, voluntary manslaughter, child abuse, etc.;
- 6. Record of conviction for illegal use, possession, manufacture, or sale of firearms or explosives.
- 7. Violation of Hatch Act restrictions (5 U.S.C. Chapter 73), mutilation/destruction of public records, striking against the Government, desertion from the military, disregard for debts, engaging in riots or civil disorders, or a pattern of unemployability based upon misconduct or delinquency as reflected in employment history.

*ADJUDICATIVE STANDARDS: ISSUES CLA 1262 (JUL 2001)

Major issues or conduct which standing alone would be disqualifying under suitability, for any position is a conviction record within the past 9 years, particularly for issues 1, 2, 4, 5, 6, or 8. In addition, a pattern is defined as two or more convictions or a combination of two or more issues of any or all of the items listed below.

- 1. Issues related to use or possession of intoxicants:
 - Pattern of excessive use as reflected in (1) conviction record; (2) job performance; (3) employment history; (4) inability to function responsibly; (5) medical treatment; and (6) health.
- Issues related to illegal use/possession of controlled substances or marijuana:
 Pattern of excessive use as reflected in (1) conviction record; (2) job
 performance; (3) employment history; (4) inability to function responsibly;
 (5) medical treatment; (6) health; (7) manufacturing; (8) addiction;
 (9) importing/trafficking; and (10) cultivating for sale.
- 3. Issues related to financial responsibility:

Pattern of irresponsibility as reflected in (1) credit history; (2) disregard for debts; (3) abuse of fiduciary trust; and (4) continuing, major, valid liabilities.

1. Issues related to immoral conduct:

Pattern of misconduct as reflected in (1) conviction record; (2) medical treatment; (3) public knowledge; (4) child molestation; (5) sexual assault statutory rape; (6) incest; and (7) bestiality.

2. Issues related to honesty:

Pattern of dishonesty as reflected in (1) disregard for truth; (2) conviction records; (3) abuse of trust; (4) employment records; (5) blackmail; (6) counterfeiting; (7) extortion; (8) armed robbery; and (9) intentional false statement or deception or fraud in examination or appointment.

3. Issues related to disruptive or violent behavior:

Pattern of violence as reflected in (1) conviction record; (2) disregard for life or property; (3) civil actions; (4) employment record; (5) medical record; (6) aggravated assault; (7) assault with a deadly weapon; (8) assault with intent to commit rape; (9) kidnapping/abduction; (10) murder; (11) rape; (12) arson; (13) threat or assault upon a public official; (14) voluntary manslaughter; and (15) child abuse.

4. Issues related to termination or forced resignation:

Pattern of unemployability based on misconduct or delinquency as reflected in employment history.

5. Issues related to firearms/weapons:

Improper/illegal sale or transportation of firearm or explosive; manufacture of firearms or explosives.

6. Miscellaneous issues:

Hatch Act violation; (2) mutilation/destruction of public records; (3) engaging in riots or civil disorders; (4) striking against Government; and (5) desertion.

H.6 NOTIFICATION OF ABSENCE, ILLNESS, INJURY, OR DEATH OF FAA STUDENTS (JAN 1997)

CLA. 0148

Procedures for communicating student absences, serious illness, injuries, or death to an FAA student shall be as follows:

- (a) In the event that an FAA student has been scheduled for training and does not arrive to begin training by noon local time, the contractor shall immediately notify the designated Training Coordinator's (TC) office.
- (b) In the event an FAA student is absent from class for any reason and has not notified the instructor in charge, the contractor shall immediately notify the TC's office.
- (c) Whenever a student becomes ill or is injured, the contractor shall immediately notify the TC's office.
- (d) In the case of the death of a student, the contractor shall contact immediately the student's home duty office and the TC's office.

H.7 FAA FACILITY REGULATIONS (OCT 2006)

CLA.3402

Contractor personnel, including employees of subcontractors at any tier, suppliers, etc., working at or visiting an FAA facility, shall abide by all applicable regulations in effect at that facility governing their conduct, including, but not limited to, those regulations pertaining to traffic, parking, security, and airport -matters. A non-inclusive list of such regulations is below. The full text of these is available at the website shown or can be obtained by contacting your Contracting Officer (CO)/Contracting Officer's Technical Representative (COTR).

FAA ORDERS/DIRECTIVES

Security

FAA Order 1600.72A

https://employees.faa.gov/tools_resources/orders_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=15573

Harassment Accountability board

FAA Order 1110.125A

https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/orders/1110_125A/

Smoking

FAA Order 3900.47

https://employees.faa.gov/org/staffoffices/ahr/policy_guidance/hr_policies/order/orders/390047/

Safety/OSHA

FAA Order 3900.19B

https://employees.faa.gov/tools_resources/orders_notices/index.cfm?fuseAction=c.dspDocumentInformation&documentID=8034

Ramp/airdrome safety

http://www.faa.gov/runwaysafety/ontheground.cfm

FAA Order 5200.7A

http://www.faa.gov/runwaysafety/pdf/5200.7A.pdf

Internet use policy

FAA Order 1370.79A

http://www.faa.gov/about/office_org/headquarters_offices/aio/documents/

H.8 REIMBURSEMENT OF TRAVEL COSTS (JUNE 2007)

CLA. 4531

This clause governs the payment of travel expenses as a direct contract cost, as differentiated from indirect travel cost or Company travel that would be governed by the Contractor's internal travel policies. The Government will reimburse the contractor for travel costs, as specified in this clause, that are required, approved and incurred by contractor personnel traveling outside the commuting range of their assigned work location in performance of this contract.

- (a) Travel under this clause must be funded under the contract/order and then authorized in advance by the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) before travel costs are charged as a direct contract cost. Individual shall separately identify all travel related expenses claimed for reimbursement, by trip. The contractor shall submit proof of its actual purchase price for commercial transportation, lodging and any other items to be reimbursed at actual cost. Unless directed otherwise, in writing, by the CO or COTR, subsistence cost (meals and incidental expenses) shall be billed and paid on the per diem basis specified below.
- (b) Government reimbursements for claimed travel costs, including per diem, will be made in accordance with the Federal Travel Regulations (FTR), as amended, issued by the General Services Administration (GSA) and maintained on its website, http://www.gsa.gov/. Reimbursement for common-carrier fares shall be limited to actual cost of the lowest economy; standard, coach, or equivalent fare offered during normal business hours, plus customary agent fees. Any other common-carrier charges, reimbursement for private or corporate air travel or use of rental cars must be included in an advanced written authorization to travel. Expenses for transportation by private or corporate vehicles shall be reimbursed on a mileage basis at the FTR transportation rates in effect at the time the travel is accomplished, plus necessary tolls, or at the total constructive cost of common carrier transportation, whichever is most advantageous to the Government.
- (c) The contractor shall not be entitled to reimbursement under this clause for any travel costs associated with contractor-directed personnel changes, personnel/labor disputes, for employee convenience, or for travel to and from the normal assigned work locations. All claims for reimbursement are subject to the cost principles contained in the FAA's Acquisition Management System.
- (d) Travel costs for transportation, lodging, per diem or subsistence and other related expenses shall not be burdened by any profit or indirect costs with the exception of a nominal handling charge. Nominal handling charges may be charged for travel under this clause to the extent specified in the contract/order price schedule or payment clause elsewhere in this contract, however, must not be charged separately.

- (a) The Federal Aviation Administration encourages direct communications and negotiations between the contractor and the contracting officer in an attempt to resolve contract disputes. In those situations where the parties are not able to achieve resolution at the contracting officer level, the agency favors the use of alternative dispute resolution (ADR) techniques to resolve disputes.
- (b) The parties hereby agree that, prior to referring a contract dispute to the Office of Disputes Resolution as described in contract clause 3.9.1-1 "Contract Disputes", the parties will discuss whether they are willing to utilize ADR techniques such as mediation or nonbinding evaluation of the dispute by a neutral party. Upon receipt of a contract dispute from the contractor, the contracting officer will explore with the contractor whether the use of ADR techniques would be appropriate to resolve the dispute. Both parties must agree that the use of such techniques is appropriate, and agree to fairly share the associated expenses. If the parties do not mutually agree to utilize ADR to resolve the dispute, the dispute will be processed in accordance with the procedures set forth in clause 3.9.1-1.

H.10 SECURITY - GENERAL (JUL 2007) CLA. 4554

(A) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

| Position | Risk Level |
|--|-----------------|
| Program Manager Asst Program Manager | 5 5 |
| Instruction System Design Specialist Instruction Systems Specialist Information Management Technology Speciali | 5 5 1st 5 |
| Office Administrator Office Automation Assistant | 5 |
| Instructor (Aviation Safety Inspector) Subject Matter Expert | 5 5 |
| Training Technician Specialized Instructor Attorney | 5 5 5 |
| | 3 |

(B) Security forms may be accessed at the following:

Security Forms. http://amq.mmac.faa.gov/security.asp

H.11 NOTICE OF CONTRACTOR TESTIMONY (September 2006)

(a) The contractor shall notify the Contracting Officer promptly in writing of its intention, or the intention of its employees, subcontractors of any tier, or subcontractor employees, either voluntarily or under compulsion of competent authority, to provide sworn testimony on any matter related to or arising under the work required by and/or performed under, this contract. Such written notification at a minimum shall consist of the date and time of the testimony, identification of the court, board, or other body before which the testimony is made, the nature of the testimony to be given to the extent it is known at the time of this report, the nature of the contractor's involvement in the proceeding and any other circumstances related to the work performed under or related to the contract and the proceeding in which the testimony will be taken.

CLA.4555

(b) The contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts executed under this contract and shall require all subcontractors to provide the required report to the contractor.

H.12 Personnel and Supervision (OCTOBER 2006)

CLA. 4556

The contractor shall designate sufficient supervisory personnel to meet task outcomes. Contract supervisors will provide day-to-day supervision of contract personnel including, but not limited to, work monitoring, payroll records, leave, etc. At no time will FAA personnel assume any responsibility for the supervision of contractor personnel. Government assistance will be available to provide technical and policy guidance through the assigned COTR.

H.13 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF CLA.4557 THE CONTRACT WORK (SEPTEMBER 2006)

Notwithstanding any other provision hereof, the Contractor is responsible for delays arising out of labor disputes, including but not limited to strikes, if such strikes are reasonably avoidable. A delay caused by a strike or by picketing which constitutes an unfair labor practice is not excusable unless the Contractor takes all reasonable and appropriate action to end such a strike or picketing, such as the filing of a charge with the National Labor Relations Board, the use of other available Government procedures, and the use of private boards or organizations for the settlement of disputes.

3.8.2-17 Key Personnel and Facilities (July 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.
- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

| (d) | The | key | personnel | and/or | facilities | under | this | contract | are: |
|-----------------|-----|-----|-----------|--------|------------|-------|------|----------|------|
| Program Manager | | | <u> </u> | | | | | | |
| | | | | | _ | | | | |
| | | | | | | | | | |

[List key personnel and/or facilities]

I.1 CEILING PRICE (JAN 1997)

CLA.0120

Notwithstanding the provisions of AMS 3.3.1-5, Payments under Time-and-Materials and Labor-Hour Contracts, incorporated by reference in Section I, the ceiling price required therein is applicable to and will be established for each delivery order issued hereunder and will vary depending on the work to be performed.

I.2 SAVE HARMLESS AND INDEMNITY AGREEMENT (JAN 1997)

CLA.3211

The contractor shall save and keep harmless and indemnify the Government against any and all liability, claims, and costs of whatsoever kind and nature of injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operations, or performance of work in connection with this contract, resulting from the negligent acts, fault or omissions of the contractor, any subcontractor, or any employee, agent, or representative of the contractor or any subcontractor.

I.3 LIABILITY INSURANCE (JAN 1997)

CLA.3212

- (a) Pursuant to AMS 3.4.1-10, Insurance--Work on a Government Installation, the insurance required of the contract during contract performance is:
- (1) Workers' compensation and employer's liability as required by applicable Federal and Oklahoma State workers' compensation and occupational disease statutes. Employer's liability coverage shall be not less than \$100,000.
- (2) General liability coverage written on the comprehensive form of policy providing limits of liability for bodily injury of not less than \$500,000 for each occurrence and property damage limits of liability of not less than \$100,000 for each accident.
- (3) Automobile liability (applicable to vehicles used in connection with contract performance) written on the comprehensive form of policy providing coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.
- (b) The policy shall name "The United States of America, acting by and through the Federal Aviation Administration" as an additional insured with respect to operations performed under this contract.
- (c) The policy shall include the following provision: "It is a condition of this policy that the insurer shall furnish written notice to the Federal Aviation Administration (certificate holder) 30 days in advance of any reduction in or cancellation of this policy."
 - (d) Certificate holder address:

AMO-340

P. O. Box 25082

Oklahoma City, OK 73125

(e) At any time during contract performance and upon request of the Contracting Officer, the contractor shall provide a certified true copy of the liability policy and manually countersigned endorsements of any changes thereto.

3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors,

subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

- (b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:
- (1) The names of all Subject Individuals who:
- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and
- (2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:
- (i) the award; or
- (ii) their retention by the contractor; and
- (3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and
- (4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.
- (c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.
- (d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.
- (e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.
- (f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:
- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.
- (g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the

Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

- [] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.
- [X] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

| _Iva | Salmon | | | | | |
|-------|----------|--------|------|----------|--------|-----------|
| Autho | rized Re | presen | tati | .ve | | |
| _I.S. | Technol | logies | dba | Computer | System | Designers |
| Compa | ny Name | | | | | |
| _01/1 | .5/2008_ | | | | | |
| Date | _ | , | | | | |

3.2.4-16 Ordering (October 1996)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

3.2.4-17 Order Limitations (October 1996)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1100 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) Maximum order. The Contractor is not obligated to honor-
 - (1) Any order for a single item in excess of 54,000 hours;
 - (2) Any order for a combination of items in excess of 54,000 hours; or
 - (3) A series of orders from the same ordering office within that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
 - (c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
 - (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b); unless that order (or orders) is returned to the ordering office within 5 days after issuance, with

written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

3.2.4-20 Indefinite Quantity (July 1996)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after performance period end date.

3.2.4-35 OPTION TO EXTEND THE TERM OF THE CONTRACT (April 1996)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond March 2008. The FAA 's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond March 2008, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

3.3.1-33 CENTRAL CONTRACTOR REGISTRATION (April 2006)

a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

- (b)(l) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com/; or
- $\left(\text{ii}\right)$ If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms

and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
 - (A) change the name in the CCR database;
 - (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov/ or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER/CENTRAL CONTRACTOR REGISTRATION (October 2005)

- a) Method of payment.
- (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
- (2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?
- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).
- (b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the

National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

- (d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract-financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (e) Liability for uncompleted or erroneous transfers.
- (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?
 - (i) Making a correct payment;
 - (ii) Paying any prompt payment penalty due; and
 - (iii) Recovering any erroneously directed funds.
- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?
- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.
- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

3.6.1-8 Notification of Competition Limited to Eligible SEDB Concerns (April 2000)

- (a) Offers are solicited only from "eligible socially and economically disadvantaged business (SEDB)" concerns. As used herein, an "eligible SEDB" concern is a small business concern expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) program and which meets the following criteria at the time of release of the initial SIR or public announcement (if issued), whichever is first:
- (1) The offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
- (2) The offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action direct by the SBA.
- (b) By submission of its offer, the offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c)(1) Agreement. A manufacturer or regular dealer submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States, its territories or possessions, the Commonwealth of Puerto Rico, or the Trust Territory of the Pacific Islands. However, this requirement does not apply in connection with construction or service contracts.
- (2) The [Offeror insert name here] will notify the [Insert name of FAA Contracting Officer] in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination.

Employee class Monetary Wage-Fringe Benefits:

Office Administrator \$20.53

3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

http://www.asu.faa.gov/conwrite/ (on this web page, select "Search and View Clauses").

- 3.1.8-1 Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity (September 2000)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
- 3.2.2.3-8 Audit and Records (July 2004)

3.2.2.3-29 Integrity of Unit Prices (July 2004) 3.2.2.3-33 Order of Precedence (July 2004) 3.2.2.3-75 Request For Contract Information (July 2004) 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed Officials Not to Benefit (April 1996) Cancellation of Items (April 1996) 3.2.4-28 Option to Extend Services (April 1996) 3.2.4-34 3.2.5-1 Officials not to Benefit (April 1996) 3.2.5-3 Gratuities or Gifts (January 1999) 3.2.5-4 Contingent Fees (October 1996) Anti-Kickback Procedures (October 1996) 3.2.5-5 Restriction on Subcontractor Sales to the FAA (April 1996) 3.2.5-6 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999) 3.2.5-7 Whistleblower Protection for Contractor Employees (April 1996) 3.2.5-8 3.3.1-1 Payments (April 1996) Payments under Time-and-Materials and Labor-Hour Contracts (April 2001) 3.3.1-5 3.3.1-5/alt III (April 2001) 3.3.1-6 Discounts for Prompt Payment (April 1996) 3.3.1-9 Interest (Apr 1996) 3.3.1-15 Assignment of Claims (April 1996) 3.3.1-17 Prompt Payment (January 2003) FAA Cost Principles (October 1996) 3.3.2-1 3.4.1-10 Insurance—Work on a Government Installation (July 1996) Taxes-Contracts Performed in U.S. Possessions or Puerto Rico (October 1996) 3.4.2-6 Federal, State, and Local Taxes—Fixed Price Contract (April 1996) 3.4.2-8 Notice and Assistance Regarding Patent and Copyright Infringement (April 1996) 3.5-2 Patent Indemnity (April 1996) 3.5-3 3.5-13 Rights in Data-General (October 1996) Limitations on Subcontracting (August 1997) 3.6.1-7 3.6.2-9 Equal Opportunity (August 1998) Equal Opportunity Preaward Clearance of Subcontracts (November 1997) 3.6.2-10 Affirmative Action for Special Disabled and Vietnam Era Veterans (January 1998) 1.1.1-1Affirmative Action for Workers With Disabilities (April 2000) 3.6.2-13 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007) 3.6.2-14 Evaluation of Compensation for Professional Employees (April 1996) 3.6.3-15 3.6.2-16 Notice to the Government of Labor Disputes (April 1996) 3.6.2-28 Service Contract Act of 1965 (April 1996) 3.6.2-30 Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (April 1996) Prevention of Sexual Harassment (August 1998) 3.6.2-35 Notification of Employees Rights Concerning Payment of Union Dues or Fees (April 2007) 3.6.2-37 3.6.2-39 Trafficking in Persons (July 2007) 3.6.3-2 Clean Air and Clean Water (April 1996) 3.6.3-16 Drug Free Workplace (January 2004) Restrictions on Certain Foreign Purchases (April 1996) 3.6.4-10 3.8.2-9 Site Visit (Apr 1996) 3.8.2-10 Protection of Government Buildings, Equipment, and Vegetation (April 1996) Prohibition on Advertising (Oct 1996) 3.8.2-19 3.9.1-1 Contract Disputes (November 2002) Protest Award Award (August 1997) 3.9.1-2 Bankruptcy (April 1996) 3.10.1-7 3.10.1-12 Changes—Fixed Price (April 1996) 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996) 3.10.1-25 Novation and Change-of-Name Agreements (January 2003) 3.10.2-1 Subcontracts (Fixed Price Contracts) (April 1996) Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996) 3.10.2-3 3.10.2-5 Competition in Subcontracting (January 1998)

Definitions (April 2004)

3.10.3-1

SIR DTFAAC-08-R-00066 November 8, 2007 Page 41 of 63

3.10.3-2/altI and altII Government Property - Basic Clause Alternate I (April 2004)

3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)

3.10.6-3/altIV Termination (Cost-Reimbursement) Alternate IV (October 1996)

3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)

3.10.6-7 Excusable Delays (October 1996)

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

1.1-1 Plain Language (July 2006)

3.14.3 Foreign Nationals as Contractor Employees (July 2006)

3.14-4 Government-Issued Keys, Personal Identify Verification (PIV) cards, and Vehicle Decals (July 2006)

PART III - SECTION J - LIST OF ATTACHMENTS

| ATTACHMENT | TITLE | DATE | NO. | OF PAGES |
|------------|---|-----------|----------|-----------|
| 1 | Performance Work Statement | Sept 5, | 2007 | 28 |
| 2 | Section 4 - Tasks (PWS attachment) | Sept 5, | 2007 | 73 |
| 3 | FAA-STD-028C (PWS attachment) | | | 166 |
| 4 | FAA Academy Guidelines (PWS attachment) | | | 132 |
| 5 . | Wage Determination (Office Administrator) | , | | |
| | The following is incorporated by reference | e. Docum | ents can | be viewed |
| | at http://www.wdol.gov : 2005-2431 (Rev 3) Oklahoma | May 29, 2 | 007 | |

NEGOTIATED DIRECT HOURLY LABOR RATES Screening Information Request DTFAAC-08-R-00066

NOTICE: This document corresponds to Clause H.2, Direct Hourly Labor Rate, and must be completed by each prospective contractor and returned as part of their proposal/best and final offer. The direct hourly rate set forth below is the direct labor portion of the negotiated composite/billing rate shown in Section B.

| LABOR CATEGORY | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|---|------------------|-------------------|-----------------|------------------|------------------|
| Aviation Safety Inspector/Instructor (Prep) Regular Rate | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | \$ 42.52 |
| Aviation Safety Inspector/Instructor (Prep) Overtime Premium | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | \$ 42.52 |
| Aviation Safety Inspector/Instructor (Prep) In-Country Premium | \$ 53.27 | \$ 54.86 | \$ 56.51 | \$ 58.20 | \$ 59.95 |
| Aviation Safety Inspector/Instructor (Contact) Regular Rate | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | \$ 42.52 |
| Aviation Safety Inspector/Instructor (Contact) Overtime Premium | \$ 37.78 | \$ 38.91 | \$ 40.08 | <u>\$ 41.28</u> | \$ 42.52 |
| Aviation Safety Inspector/Instructor (Contact) In-Country Premium | \$ 53.27 | \$ 54.86 | \$ 56.51 | \$ 58.20 | <u>\$ 59.95</u> |
| Aviation Safety Inspector/Instructor (Minor Revision-Technical) | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | \$ 42.52 |
| Aviation Safety Inspector/Instructor (Major Revision-Technical) | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | \$ 42.52 |
| Aviation Safety Inspector/Instructor (Course Development-Technical) | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | <u>\$ 42.52</u> |
| Aviation Safety Inspector/Instructor (Overtime Premium-Technical) | \$ 37.78 | \$ 38.91 | \$ 40.08 | \$ 41.28 | \$ 42.52 |
| Attorney (Aeronautics) (Prep) Regular Rate | \$ 120.63 | \$ 124.27 | \$ 127.99 | \$ 131.83 | <u>\$ 135.80</u> |
| Attorney (Aeronautics) (Prep) In-Country Premium | \$ 170.09 | \$ 175.21 | \$ 180.48 | \$ 185.89 | <u>\$ 191.48</u> |
| Attorney (Aeronautics) (Contact) Regular Rate | \$ 120.63 | \$ 124.27 | \$ 127.99 | \$ 131.83 | <u>\$ 135.80</u> |
| Attorney (Aeronautics) (Contact) In-Country Premium | \$ 170.09 | \$ 175.21 | \$ 180.48 | <u>\$ 185.89</u> | \$ 191.48 |
| Attorney (Aeronautics) (Minor Revision-Technical) | \$ 120.63 | \$ 124.27 | \$ 127.99 | \$ 131.83 | <u>\$ 135.80</u> |
| Attorney (Aeronautics) (Major Revision-Technical) | \$ 120.63 | \$ 124.27 | \$ 127.99 | \$ 131.83 | <u>\$ 135.80</u> |
| Attorney (Aeronautics) (Course Development-Technical) | \$ 120.63 | \$ 124.27 | \$ 127.99 | <u>\$ 131.83</u> | <u>\$ 135.80</u> |
| Attorney (Aeronautics) (Overtime Premium-Technical) | \$ 120.63 | \$ 124.27 | \$ 127.99 | <u>\$ 131.83</u> | <u>\$ 135.80</u> |
| Training Technician (Instructor-Prep) | \$ 32.10 | \$ 33.06 | <u>\$ 34.05</u> | \$ 35.07 | \$ 36.12 |
| Training Technician (Instructor-Contact) | <u>\$ 32.10</u> | \$ 33.06 | \$ 34.05 | <u>\$ 35.07</u> | \$ 36.12 |
| Training Technician (Minor Revision) | \$ 32.10 | \$ 33.06 | \$ 34.05 | <u>\$ 35.07</u> | \$ 36.12 |
| Training Technician (Major Revision) | <u>\$ 32.10</u> | \$ 33.06 | \$ 34.05 | \$ 35.07 | <u>\$ 36.12</u> |
| Training Technician (Course Development) | \$ 32.10 | \$ 33.06 | \$ 34.05 | \$ 35.07 | \$ 36.12 |
| Training Technician (Overtime Premium) | \$ 32.10 | \$ 33.06 | \$ 34.05 | \$ 35.07 | <u>\$ 36.12</u> |
| Instructional Systems Specialist (Instructor-Prep) | \$ 34.68 | \$ 35.72 | \$ 36.79 | | \$ 39.03 |
| Instructional Systems Specialist (Instructor-Contact) | \$ 34.68 | \$ 35.72 | \$ 36.79 | | \$ 39.03 |
| Instructional Systems Specialist (Minor Revision) | \$ 34.68 | \$ 35.72 | \$ 36.79 | | <u>\$ 39.03</u> |
| Instructional Systems Specialist (Major Revision) | \$ 34.68 | \$ 35.72 | \$ 36.79 | · —— | \$ 39.03 |
| Instructional Systems Specialist (Course Development) | \$ 34.68 | \$ 35.72 | \$ 36.79 | | \$ 39.03 |
| Instructional Systems Specialist (Overtime Premium) | \$ 34.68 | \$ 35.72 | | | |
| Instructional Systems Specialist (Special Projects) | \$ 34.68 | \$ 35.72 | <u>\$ 36.79</u> | | |
| Specialized Instructor (Instructor - Prep) | \$ 65.79 | <u>\$ 67.77</u> | | | |
| Specialized Instructor (Instructor - Contact) | \$ 65.79 | | - | | |
| Specialized Instructor (Minor Revision) | \$ 65.79 | | | | |
| Specialized Instructor (Major Revision) | \$ 65.7 | | | | · ·— |
| Specialized Instructor (Course Development) | \$ 65.7 | | | | |
| Specialized Instructor (Overtime Premium) | <u>\$_65.7</u> 5 | <u>9 \$ 67.77</u> | \$ 69.79 | <u>\$ 71.88</u> | \$ 74.05 |

This amendment is providing administrative corrections to the SIR, PWS, and related documents. The conformed documents supercede the originals and are attached as amendment 1.

FIRST: The PWS Paragraph 1.6.3.5 is revised as follows:

From: 1.6.3.5 <u>Aviation Safety Inspector/Instructor – Courses 21026 and 15205</u> All contractor instructor personnel assigned to instruct Suspected Unapproved Parts (SUP) must have: (1) three year's experience involving technical supervision or management of manufacturing and/or maintenance for type certificated aircraft and/or products, and (2) three year's experience as an Aviation Safety Inspector- Airworthiness in a Flight Standards District Office or three year's of experience as an Aviation Safety Inspector in a Manufacturing Inspection district Office or three year's of experience as (Airworthiness-Instructor) teaching airworthiness in the FAA Academy

To: 1.6.3.5 <u>Aviation Safety Inspector/Instructor – Courses 21026 and 15205</u> All contractor instructor personnel assigned to instruct Suspected Unapproved Parts (SUP) must have: (1) three year's experience involving technical supervision or management of manufacturing and/or maintenance for type certificated aircraft and/or products, and (2) three year's experience as an Aviation Safety Inspector- Airworthiness in a Flight Standards District Office or three year's of experience as an Aviation Safety Inspector in a Manufacturing Inspection district Office or three year's of experience as (Airworthiness-Instructor) teaching airworthiness in the FAA Academy. In the absence of meeting requirements (1) and (2) the instructor must have extensive experience with course material and instruction on the topic of suspected unapproved parts and be paired with an instructor that meets the requirements of (1) and (2) above. The Law Enforcement portion of this class may be taught by personnel with Department of Transportation, Inspector General experience in the investigation of Suspected Unapproved Parts and be paired with an instructor who meets the requirements of (1) and (2) above.

SECOND: The PWS Task 56 is added as page 4-76 of Section 4 -Tasks. The task identifies special projects that may occur requiring support by an Instructional System Design Specialist.

THIRD: As a result of Part Second above, SIR Schedule B - Supplies/Services is revised to add CLIN 9g, and the PWS Table of Contents is revised to identify the additional Task 56 -Task Description.

FOURTH: The following administrative corrections are incorporated into the SIR as rev 1.

Schedule B, Paragraph F.2 and F.5 are corrected to identify the Phase in Period (Date of award through 1 April 2008); and Contract Period 12 months from 1 April 2008 (respectively). Section H paragraphs are renumbered for correction.

Paragraph H.4 (as corrected) entitled "Negotiated Direct Hourly Labor Rates" is completed by incorporation of the Negotiated Direct Hourly Labor Rate SIR Attachment.

Paragraph L.1 (a) is corrected to identify five separate and detachable volumes.

Paragraph L.1 (d) is corrected to identify page limits for Volume II (All SIR Pages) and Volume III (page 65 pages).

Standard Form 1411 is deleted from the SIR attachments.

SIR DTFAAC-08-R-00066 Amendment 0001

FIFTH: The following clauses are added to Section I, paragraph 3.1-1

| 3.2.2.3-76 | Representation-Release of Contract Information (July 2004) |
|------------|--|
| 3.6.1-3 | Utilization of Small, Small Disadvantaged (Sept 2001) |
| 3.8.2-11 | Continuity of Services (April 1996) |
| 3.9.1-3 | Protest (November 2002) |

SIXTH: The new Contracting Officer for this requirement will be Cynthia Cooper, 405-954-2601, Cynthia.cooper@faa.gov